

Filing at a Glance

Company: American Central Insurance Company

Product Name: Private Passenger Auto

SERFF Tr Num: CLTR-125197376 State: Arkansas

TOI: 19.0 Personal Auto

SERFF Status: Closed

State Tr Num: AR-PC-07-025033

Sub-TOI: 19.0001 Private Passenger Auto
(PPA)

Co Tr Num: AC 00 01 CC-AR PPA State Status:
FORM

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty
Montesi

Authors: Susan Coulter, Stephanie
Young, Linda Ryan-James

Disposition Date: 07-12-2007

Date Submitted: 06-11-2007

Disposition Status: Approved

Effective Date Requested (New): 11-01-2007

Effective Date (New): 11-01-2007

Effective Date Requested (Renewal): 11-01-2007

Effective Date (Renewal):

General Information

Project Name: Classic Car Policy

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-12-2007

State Status Changed: 06-12-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of American Central Insurance Company, Coulter and Associates is filing the Personal Auto Forms portion of their new Classic Auto Program. Filings for Inland Marine forms are being filed under separate cover (SERFF Tracking #CLTR- 125200346).

This is a new specialty auto program with new forms and is not a continuation of the currently filed program. We are requesting an effective date of 11/1/07.

This program is designed to provide an enhanced auto insurance product to car enthusiasts who own and operate collector vehicles. The source used for this new program is the program filed by and approved for Encompass Indemnity Company filing effective 7/1/07. The new program is the same as Encompass program with no deviations except for some new split BI and UM/UIM increased limit options as well as enhanced coverages at no additional premium via two new endorsements.

Company and Contact

Filing Contact Information

(This filing was made by a third party - coulterandassociatesinc)

Stephanie Young, Consultant	stephaniey@coulter-and-associates.com
C/O Coulter-and-associates.com	(609) 443-7540 [Phone]
Cranbury, NJ 08512	(609) 443-4103[FAX]

Filing Company Information

American Central Insurance Company	CoCode: 37915	State of Domicile: Missouri
One Beacon Street	Group Code: 1129	Company Type: Property and Casualty
Boston, MA 02108-3106	Group Name:	State ID Number:
(617) 725-6000 ext. [Phone]	FEIN Number: 04-2672903	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Form Filing = \$50.00
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3809	\$50.00	06-05-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07-12-2007	07-12-2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	06-14-2007	06-14-2007	Stephanie Young	07-10-2007	07-10-2007
Industry						
Response						

Disposition

Disposition Date: 07-12-2007

Effective Date (New): 11-01-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Authorization to File	Approved	Yes
Supporting Document	Readability Certification	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	Auto Checklist	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Amendment of Policy Provisions	Approved	Yes
Form	Auto Show Medical Reimbursement	Approved	Yes
Form	Automatic Coverage for Additional Vehicles	Approved	Yes
Form	Business Use Endorsement	Approved	Yes
Form	Classic Automobile Policy	Approved	Yes
Form	Collector Motorcycle Endorsement	Approved	Yes
Form	Competition Exclusion-AR	Approved	Yes
Form	Conditions for Vehicles Covered Under a Reporting Form	Approved	Yes
Form	Consent to Rate Endorsement	Approved	Yes
Form	Custom Features Endorsement	Approved	Yes
Form	Foreign Coverage Endorsement	Approved	Yes
Form	Limited Trailer and Paddock Collision Coverage	Approved	Yes
Form	Reporting Form Schedule	Approved	Yes
Form (revised)	Reproduction Models; and Exotic and Special Interest Vehicle	Approved	Yes
Form	Reproduction Models; and Exotic and Special Interest Vehicle	Approved	Yes
Form	Single Underinsured Motorists Limits	Approved	Yes
Form	Single Uninsured Motorists Limits	Approved	Yes
Form	Special Events Endorsement	Approved	Yes
Form (revised)	State Conformance Endorsement-AR	Approved	Yes
Form	State Conformance Endorsement-AR	Approved	Yes
Form	Value-Added Endorsement	Approved	Yes
Form	Liability Coverage Exclusion Endorsement	Approved	Yes
Form	Loss Payable Clause	Approved	Yes
Form	Personal Injury Protection-AR	Approved	Yes
Form	Split Liability Limits	Approved	Yes
	Underinsured Motorists Coverage-AR	Approved	Yes

Form
Form

Uninsured Motorists Coverage-AR	Approved	Yes
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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06-14-2007

Submitted Date 06-14-2007

Dear Stephanie Young,

This will acknowledge receipt of the captioned filing.

The Arbitration provision must be amended to be voluntary and non-binding.

Additionally, mold exclusions are not permissible.

Form AC00240407 would not open. I received a message saying "unknown file."

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 07-10-2007

Submitted Date 07-10-2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: This is in response to your objection letter dated 6/14/07.

Attached is State Conformance Endorsement (AC 01 28 04 07) which has been revised to delete the Mold Exclusion from Part D.

Please note that the Appraisal Provision in Part D already is voluntary and non-binding. In addition, the Arbitration Provision for Part C in the policy is removed and replaced by the UM endorsement which is also voluntary and non-binding.

Also attached is another copy of AC 0024 04 07.

If you have any questions or need any additional information, please contact me at (609) 443-7540. Otherwise, we look forward to your approval.

No Supporting Documents have changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score
Reproductive Models; and Exotic and Special Interest Vehicle	AC 00 24	04-07	Endorsement/Amendment/Conditions	New		0
State Conformance Endorsement-AR	AC 01 28	04-07	Endorsement/Amendment/Conditions	New		0

No Rate/Rule Schedule Item Changes

Sincerely,

Linda Ryan-James, Stephanie Young, Susan Coulter

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Additional Insured Endorsement	AC 03 27	04-07	Endorsement/Amendment/Conditions	New	0.00	AC03270407 -Additional Insured Endorsement.pdf
Approved	Amendment of Policy Provisions	AC 01 90	04-07	Endorsement/Amendment/Conditions	New	0.00	AC01900407 -Amendment of Policy Provisions.pdf
Approved	Auto Show Medical Reimbursement	AC 00 04	04-07	Endorsement/Amendment/Conditions	New	0.00	AC00040407 -Auto Show Medical Reimbursement.pdf
Approved	Automatic Coverage for Additional Vehicles	AC 00 09	04-07	Endorsement/Amendment/Conditions	New	0.00	AC00090407 -Automatic Coverage for Additional Vehicles.pdf
Approved	Business Use Endorsement	AC 00 12	04-07	Endorsement/Amendment/Conditions	New	0.00	AC00120407 -Business Use Endorsement.pdf
Approved	Classic Automobile Policy	AC 00 01	04-07	Policy/Coverage Form	New	0.00	AC00010407 -Classic Automobile Policy.pdf
Approved	Collector Motorcycle Endorsement	AC 03 24	04-07	Endorsement/Amendment/Conditions	New	0.00	AC03240407 -Collector Motorcycle Endorsement.pdf
Approved	Competition Exclusion-AR	AC 14 02	04-07	Endorsement/Amendment/Conditions	New	0.00	AC14020407 -Competition Exclusions-AR.pdf
Approved	Conditions for Vehicles Covered Under a	AC 00 14	04-07	Endorsement/Amendment/Conditions	New	0.00	AC00140407 -Conditions for Vehicles

Reporting Form				ons		Covered Under a Reporting Form.pdf
Approved	Consent to Rate Endorsement	AC 00 07	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC00070407 -Consent to Rate Endorsement.pdf
Approved	Custom Features Endorsement	AC 00 16	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC00160407 -Custom Features Endorsement.pdf
Approved	Foreign Coverage Endorsement	AC 00 21	05-07	Endorsement New nt/Amendment/Conditions	0.00	AC00210507 -Foreign Coverage Endorsement.pdf
Approved	Limited Trailer and Paddock Collision Coverage	AC 03 14	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC03140407 -Limited Trailer and Paddock Collision Coverage.pdf
Approved	Reporting Form Schedule	AC 00 22	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC00220407 -Reporting Form Schedule.pdf
Approved	Reproduction Models; and Exotic and Special Interest Vehicle	AC 00 24	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC00240407 -Reproduction Models; Special Interest Vehicle.pdf
Approved	Reproduction Models; and Exotic and Special Interest Vehicle	AC 00 24	04-07	Endorsement New nt/Amendment/Conditions	0.00	AC00240407 -Reproduction Models; Special Interest Vehicle.pdf
Approved	Single	AC 04 02	04-07	Endorsement New	0.00	AC04020407

	Underinsured Motorists Limits			nt/Amendm ent/Condi tions		-Single Underinsure d Motorists Limits.pdf
Approved	Single Uninsured Motorists Limits	AC 04 01	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	AC04010407 -Single Uninsured Motorists Limits.pdf
Approved	Special Events Endorsement	AC 00 29	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	AC00290407 -Special Events Endorsemen t.pdf
Approved	State Conformance Endorsement-AR	AC 01 28	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	AC01280407 -State Conformanc e Endorsemen t-AR Rev 2.pdf
Approved	State Conformance Endorsement-AR	AC 01 28	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	AC01280407 -State Conformanc e Endorsemen t-AR.pdf
Approved	Value-Added Endorsement	AC 00 44	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	AC00440407 -Value Added Endorsemen t.pdf
Approved	Liability Coverage Exclusion Endorsement	PP 03 26	06-94	Endorseme New nt/Amendm ent/Condi tions	0.00	PP03260694 -Liability Coverage Exclusion Endorsemen t.pdf
Approved	Loss Payable Clause	PP 03 05	08-86	Endorseme New nt/Amendm ent/Condi tions	0.00	PP03050886 -Loss Payable Clause.pdf
Approved	Personal Injury Protection-AR	PP 05 82	06-94	Endorseme New nt/Amendm ent/Condi	0.00	PP05820694 -Personal Injury

				ons		Protection-AR.pdf
Approved	Split Liability Limits	PP 03 09 04-86	Endorseme New nt/Amendm ent/Condi tions	0.00	PP03090486-Split Liability Limits.pdf	
Approved	Underinsured Motorists Coverage-AR	PP 04 34 01-05	Endorseme New nt/Amendm ent/Condi tions	0.00	PP04340105-Underinsured Motorists Coverage-AR.pdf	
Approved	Uninsured Motorists Coverage-AR	PP 04 95 11-05	Endorseme New nt/Amendm ent/Condi tions	0.00	PP04951105-Uninsured Motorists Coverage-AR.pdf	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

The following is added to Part A – Liability Coverage.

Additional Insured

Any liability coverage afforded by this policy for “your covered auto” applies to the additional insured listed on the declarations, but only as their interest may appear in “your covered auto. This insurance is subject to the following additional provisions:

1. We will pay damages for which the additional insured becomes legally responsible only if the damages arise out of acts or omissions of you or any “family member”.
2. We do not surrender any of our rights of subrogation under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS

The provisions of the Classic Auto Policy are amended as follows. These changes broaden coverage provided by the policy for no additional premium.

Part A – LIABILITY COVERAGE

Exclusion 11. is deleted

Part D – COVERAGE FOR DAMAGE TO YOUR AUTO

1. SPARE PARTS

The limit is increased to \$750, or the amount shown on the declarations for **“Spare Parts”**.

The following section is added:

2. CAR COVERS

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for “your covered auto”. This coverage does not increase the limit of liability for “your covered auto” as stated under Coverage D in the declarations.

3. Under **EXCLUSIONS**, the following changes apply:

- A.** Under exclusion **A.1**, the word “vermin” is deleted.
- B.** Under exclusion **A.4**, the word “terrorism” is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SHOW MEDICAL REIMBURSEMENT COVERAGE

The following is added to your Classic Automobile Policy:

AUTO SHOW MEDICAL REIMBURSEMENT

We will pay for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury" sustained by you and/or any "family member" caused by any one non-automobile related accident while in attendance at an automobile show, vehicle auction, or similar automobile-related event.

Limit of Liability

We will pay up to \$5,000 for each person injured in any one accident. We will not pay more than \$10,000 for any one accident or series of accidents occurring during the policy period, regardless of the number of:

- a. persons insured; or
- b. claims made.

We will pay only those expenses incurred for services rendered within one year from the date of the accident.

All other policy provisions apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC COVERAGE FOR ADDITIONAL VEHICLES

Under Definitions, Definition I. is deleted and replaced by the following:

DEFINITIONS

- I. "Your covered auto" means:
 - 1. Any "antique vehicle" or "classic vehicle" shown in the Declarations.
 - 2. Any "antique vehicle" or "classic vehicle" on the date you became owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Declarations, provided that:
 - a. It is in stock condition and has not been modified from the original manufactured design;
 - b. You ask us to insure it within thirty days after you become the owner; and
 - c. We insure all of your collector vehicles.

Under Part D – Coverage For Damage to Your Covered Auto, the limit provided on this vehicle, will be the lesser of the following:

- a. The purchase price;
- b. The verifiable value; or
- c. \$50,000.

An endorsement must be issued to fully cover any additional vehicles you acquire.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS USE ENDORSEMENT

Business Use Schedule

"Insured"	Described Vehicle	Coverage Dates		Described Event
		From	To	

For "your covered auto" and the "insured" listed above or on the declarations, the policy is amended as follows.

PART A – LIABILITY COVERAGE

Under Exclusions, Exclusion 6. and 7. are deleted and replaced by the following:

Exclusions

We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. However, this exclusion does not apply to the "insured" listed above or on the declarations when used at the described event for the stipulated time period.
7. Maintaining or using "your covered auto" while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion 6. However, exclusion 7 does not apply to the "insured" listed above or on the declarations when used at the described event for the stipulated time period.

PART B – MEDICAL PAYMENTS COVERAGE

Under Exclusions, Exclusion 6. is deleted and replaced by the following:

Exclusions

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

6. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured". . However, this exclusion does not apply to the "insured" listed above or on the declarations when used at the described event for the stipulated time period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

CLASSIC AUTOMOBILE POLICY

CLASSIC AUTOMOBILE POLICY

DECLARATIONS PAGE
Your Name and Address
Your Auto and Vehicle
Policy Period
Coverages and Amounts of Insurance

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CLASSIC AUTOMOBILE POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. All of this information is shown in the Declarations which is part of this policy.

DEFINITIONS

- A. Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. Your spouse, if a resident of the same household.
- B. "We", "us" and "our" refer to the Company providing insurance.
- Other words and phrases are defined. They are in quotation marks when used.
- C. "Bodily injury" means bodily harm to a person and any sickness, disease, or death, to that person resulting therefrom.
- D. "Business" includes trade, profession or occupation.
- E. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household and who is listed as an authorized driver in the application. This includes a ward or foster child.
- F. "Occupying" means in, upon, getting in, on, out or off.
- G. "Property damage" means physical injury to, destruction of, or loss of use of, tangible property.
- H. "Vehicle trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup, panel truck or van;
- that is used only for the transportation of

"your covered auto".

- I. "Your covered auto" means:
1. Any "antique vehicle" or "classic vehicle" shown in the Declarations.
 2. Any "antique vehicle" or "classic vehicle" on the date you became owner during the policy period, provided that it replaces one shown in the Declarations and you ask us to insure it within thirty days after you become the owner. This automatic coverage for replacement vehicles does not apply to Part D - Coverage For Damage To Your Covered Auto. An endorsement must be issued to fully cover any additional vehicles you acquire.
- J. "Antique vehicle" means a motor vehicle 25 years or more of age that:
1. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection; and
 2. Is used only infrequently for other purposes.
- K. "Classic vehicle" means a motor vehicle of unique or rare design and of limited production that is an object of curiosity and:
1. Is maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection; and
 2. Is used only infrequently for other purposes.
- L. "Regular use vehicle" means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not an "antique vehicle" or "classic vehicle."

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident involving "your covered auto". Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
 2. Any person using "your covered auto".
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

- A. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy. But we are under no obligation to furnish these bonds.
- B. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we are under no obligation to furnish these bonds.
- C. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- D. Up to \$50 a day for loss of earnings, but not other income, because of attendance at

hearings or trials at our request.

- E. Other reasonable expense(s) incurred at our request.

EXCLUSIONS

We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".

This exclusion (3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of "your covered auto" while it is being used to carry persons or property for a fee.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery.
7. Maintaining or using "your covered auto" while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not

described in Exclusion 6.

8. Using "your covered auto" without a reasonable belief that that "insured" is entitled to do so.
 9. For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. Arising out of the ownership, maintenance, or use of any vehicle other than "your covered auto".
 11. Arising out of the ownership, maintenance, or use of any "vehicle trailer".

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident to which this policy applies. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (B.) will not change our total limit of liability.
- C. No one will be entitled to receive duplicate

payments for the same elements of loss under this coverage and:

1. Part B or Part C of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide the required minimum amounts and types of coverage in that state or province.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
 1. Caused by an accident involving "your

covered auto"; and

2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means any person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee.
2. Sustained while "occupying" "your covered auto" located for use as a residence or premises.
3. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
4. Sustained while "occupying," or when struck by, any vehicle other than "your covered auto".
5. Sustained while "occupying" "your covered auto" without a reasonable belief that that "insured" is entitled to do so.
6. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured".
7. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war
 - d. Insurrection; or
 - e. Rebellion, revolution or terrorism.
8. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident to which this policy applies. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part C of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured" while "occupying" "your covered auto"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damage arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means any

person "occupying" "your covered auto".

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 3. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member" while "occupying" "your covered auto"; or
 - b. "Your covered auto".
 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by, or furnished or available for the regular use of, you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists

Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.
 2. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee.
 3. Using "your covered auto" without a reasonable belief that that "insured" is entitled to do so.
 4. While "occupying" any vehicle other than "your covered auto".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the

Declarations; or

4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part B of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay

only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "named insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made in writing within 60 days of the arbitrators' decision. If

this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

DEFINITIONS

- A. "Other than collision" includes loss to "your covered auto" caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with bird or animal; or breakage of glass. If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- B. "Collision" means the upset or impact of "your covered auto" with another object.
- C. "Equipment" means tools stored in "your covered auto" and used for the emergency maintenance of "your covered auto".

INSURING AGREEMENT

We will pay for direct and accidental loss to "your covered auto", including its "equipment", minus any applicable deductible shown in the Declarations, when such loss is caused by:

- 1. "Other than collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

SPARE PARTS

We will pay up to \$250 for direct and accidental loss or damage to "spare parts" for "your covered auto".

"Spare parts" means a replacement for an item normally a part of "your covered auto" which is not currently in place on "your covered auto".

This coverage does not:

- 1. Increase the limit of liability for "your covered auto" as stated under Coverage

D in the Declarations.

- 2. Include parts held for sale by you or property of others in your care, custody or control.

EXCLUSIONS

A. We will not pay for:

- 1. Loss or damage caused by insects or vermin; inherent defect; dampness, mildew, mold, rot or rust; temperature extremes; mechanical or electrical breakdown or failure; wear and tear; gradual deterioration; or loss of use.
- 2. Loss or damage caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by the fire or explosion.
- 3. Road damage to tires unless caused by "other than collision" covered by this policy.
- 4. Loss due to or as a consequence of war (declared or undeclared), civil war, insurrection, rebellion, revolution, terrorism, government confiscation or repossession.
- 5. Loss due to nuclear reaction, nuclear radiation or radioactive contamination. We will pay for direct loss by fire resulting from any of these.
- 6. Loss to any data or sound receiving or transmitting equipment designed for use as a citizens band radio; two-way mobile radio; telephone; facsimile machine; or scanning monitor receiver; including its antennas or accessories.

This exclusion does not apply if the equipment is permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.
- 7. Loss to equipment designed for the reproduction of sound not permanently installed in "your covered auto".
- 8. Loss to tapes, records, compact discs or other sound reproducing devices designed for use with sound

reproducing equipment.

9. Loss to "spare parts" caused by theft unless the loss results from forcible entry into the place where your "spare parts" are normally kept; into "your covered auto" itself; or into a securely locked compartment. All losses caused by theft must have visible marks of forcible entry.
10. Loss or damage intentionally caused or directed by you or any "family member".
11. Loss to "your covered auto" as a result of anyone causing you to voluntarily part with it as a result of any trick or scheme.

LIMIT OF LIABILITY

- A. We will pay the limit shown under Coverage D in the Declarations for each scheduled vehicle, which is agreed to be the value of "your covered auto", in case of a total loss or "constructive total loss".
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the agreed limit per vehicle shown under Coverage D in the Declarations.

LOSS TO A PAIR, SET OR PARTS

In case of a loss to a pair or set we will repair or replace any part to restore the pair or set to its value before the loss.

In case of loss or damage to any part of an insured item consisting of several parts, we are liable only for the value of the lost or damaged part.

PAYMENT OF LOSS

Unless a claim has been paid by others, we will pay any loss covered under this policy within 30 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property

to you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

NO BENEFIT TO BAILEE

No person or organization having custody of the property who is paid or to be paid for services shall benefit from this coverage.

OTHER INSURANCE

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will set the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three will be binding.
- B. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of our rights under this policy by agreeing to an appraisal.

VEHICLE TRAILER

"Your vehicle trailer" is covered only for physical loss or damage to the trailer itself.

We will cover "your vehicle trailer", less a \$250.00 deductible per loss, for up to the amount of insurance specified in the Declarations.

Coverage is subject to all of the applicable terms and conditions of this policy.

"Your vehicle trailer" means the vehicle trailer(s)

shown in the Declarations.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 - 5. Submit written proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 - 1. Promptly notify the police if a hit and run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Covered Auto must also:
 - 1. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.

- 2. Promptly notify the police if "your covered auto" is stolen.
- 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- 4. Produce, if requested, the remains of the insured property.

PART F - GENERAL PROVISIONS

REGULAR USE VEHICLE REQUIREMENT

This policy provides coverage for your "antique vehicle" and/or "classic vehicle" shown in the Declarations. You must own a "regular use vehicle" which must be insured by a separate insurance policy which must be in effect for the entire time this policy is in effect. In no event will this policy serve as your only auto coverage.

BANKRUPTCY

Your bankruptcy or insolvency shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles;
 - 4. Coverages, deductibles or limits;
 - 5. Alterations or modifications to "your covered auto".

If you alter or modify your vehicle in any way you must notify us in writing within 30 days.

If a change resulting from paragraphs

(A.) or (B.) requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

PRIVATE PLEASURE USE

Coverage will be suspended if "your covered auto" is:

- A. Rented or leased to any person for a fee;
- B. Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person.

RACING

There is no coverage under this policy while "your covered auto" is being prepared for or being used in a race speed contest, including but not limited to practicing or testing for such an event.

CONCEALMENT OR FRAUD

All coverage afforded will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 1. We agree in writing that the "insured"

has an obligation to pay; or

2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person(s) or organization(s) has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. Under Part D, suit or action must start within 12 months of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

PAYMENT OF LOSS

Payment of loss, with all your indebtedness to us being first deducted, will be made within 30 days after we either reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. In that event the policy premium shall be fully earned as respects such covered auto(s). The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss.

"Constructive total loss" means a loss where the cost to repair damage to "your covered auto" will exceed the agreed value of the vehicle when fully repaired.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice our rights.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable

belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

ABANDONMENT

There can be no abandonment of "your insured property" to us.

"Your insured property" means "your covered auto", "spare parts" and/or personal effects.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions; or
 2. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

- A. Cancellation. This policy may be canceled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy or otherwise last known to us:
 - a. At least 10 days written notice:
 - (1) If cancellation is for nonpayment

of premium; or

- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days written notice in all other cases.
 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
- has been suspended or revoked. This must have occurred:
- (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through fraud or material misrepresentation.

- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail written notice to the named insured shown in the Declarations at the address shown in this policy. Written notice will be mailed at least 20 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

- C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

OTHER INSURANCE POLICIES

This policy provides coverage for your "antique vehicle" and/or "classic vehicle" and applies only to the vehicle(s) shown in the Declarations. Any other vehicles you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicles other than those shown in the Declarations, or which are added to this policy by endorsement.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a "named insured" shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as though a "named insured" shown in the Declarations; and

2. The legal representative of the deceased person as though a "named insured" shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

STATE LAW

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

AMENDATORY ENDORSEMENTS

Any provision in a state amendatory endorsement that revises: Definitions I. "Your covered auto"; J. "Antique vehicle"; K. "Classic vehicle"; and/or Part D - Coverage For Damage To Your Covered Auto; does not apply to this policy.

In witness whereof, we have caused this policy to be signed by its President and its Secretary. In the event that the President or Secretary who signed the contract ceases to be officers, either before or after the policy is issued, the policy may be issued with the same effect as if they were still officers.

Secretary

Dominic R. Smith

President

CLCCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR MOTORCYCLE ENDORSEMENT

The following additional coverage, definitions, and exclusions apply only to "your covered auto" that is a "motorcycle".

A. DEFINITIONS:

The Definitions section is amended as follows:

1. The following definition is added:

"Motorcycle" means a two or three-wheeled motorized vehicle of the motorbike, motorcycle, moped or motor scooter type designed for travel on public roads, and any sidecar designed for it, if the sidecar is shown with the motorcycle in the Declarations.

2. The definition of "occupying" is deleted and replaced by the following:

"Occupying" means in; upon; getting in, out, on or off; or loading or unloading.

B. PART A – PERSONAL LIABILITY

The following exclusions are added to Exclusions:

We do not provide Liability Coverage for:

1. "Bodily injury" or "property damage" resulting from

The ownership, maintenance, or use of "your covered auto" that is a "motorcycle" in any field games.

2. "Bodily injury" to you or any "family member". This exclusion also applies to

any claim made or suit brought against any "insured":

a. To repay; or

b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

C. PART B – MEDICAL PAYMENTS COVERAGE

The following exclusion is added to Exclusions:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" resulting from the ownership, maintenance, or use of "your covered auto" that is a "motorcycle" in any field games.

D. PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

1. The following provision is added to the Insuring Agreement:

MOTORCYCLE SAFETY APPAREL:

We will pay for direct physical loss to any safety equipment worn by you or any person on "your covered auto" that is a "motorcycle" at the time of an accident.

Safety apparel means:

- (a) helmet;
- (b) jacket;
- (c) pants or chaps;
- (d) boots;
- (e) gloves; or
- (f) goggles;

made of leather, ballistic nylon or a similar synthetic material.

The damage to the safety apparel must occur as a direct result of the accident. We will not pay for loss to safety equipment unless the equipment is made available for inspection after a loss. We will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.

Our limit of liability for safety apparel for each accident will be the lesser of:

- a. The actual cash value of the safety apparel;
- b. The cost to repair or replace the damaged safety apparel with others of like kind and quality; or
- c. The difference between the value of the safety apparel prior to the accident and immediately following the accident.

However, in no event will our limit of liability for Safety Apparel exceed \$500 per helmet per accident, and not more than a combined total of \$1,000 for all Safety Apparel damaged in any one accident.

2. The following exclusions are added to Exclusions:

We will not pay for:

- a. Loss or damage to "your covered auto" that is a "motorcycle" which occurs while it is being used as a public or livery conveyance.
- b. Loss or damage to "your covered auto" that is a "motorcycle" resulting from its use in any field games.

- E. Under Part F - General Provisions, the Amendatory Endorsements provision is deleted and replaced with:

Amendatory Endorsements

Any provision in an Insurance Services Offices, Inc. endorsement attached to this policy that amends the terms "your covered auto"; "antique vehicle"; "classic vehicle"; "motorcycle"; or Part D - Coverage For Damage To Your Covered Auto"; does not apply to this policy.

F. AUTOMATIC COVERAGE FOR REPLACEMENT AND ADDITIONAL MOTORCYCLES

1. For "your covered auto" that is an "antique vehicle" or "classic vehicle" of the "motorcycle" type, but is not a reproduction or "structurally modified motorcycle", the following provisions apply to the automatic coverage for replacement and additional "motorcycles":
 - a. The amount necessary to repair or replace the property;
 - b. The purchase price;
 - c. The verifiable value; or
 - d. \$20,000, or, if you and we have determined an agreed value prior to the 30-day deadline, the agreed value.

Under Part D – Coverage For Damage To Your Covered Auto, the limit provided will be the lesser of the following:

- a. The amount necessary to repair or replace the property;
 - b. The purchase price;
 - c. The verifiable value; or
 - d. \$20,000, or, if you and we have determined an agreed value prior to the 30-day deadline, the agreed value.
2. For "your covered auto" that is a reproduction "motorcycle" or "structurally modified motorcycle":
 - a. Part D – Coverage For Damage To Your Covered Auto does not apply; and

- b.** No coverage is provided for additional “motorcycles”;

until you contact us and we agree to provide the coverage.

- 3.** For purposes of this Section, a “structurally modified motorcycle” includes a “motorcycle” as defined in Section A.1. of this endorsement which has had its frame or structure altered from its original manufacturing specification, including but not limited to any alteration to the geometry of its steering.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPETITION EXCLUSION - ARKANSAS

I. DEFINITIONS

The following definition is added to **DEFINITIONS**:

"Paddock" means the area at the race course where racing vehicles are parked. It does not include any pit area, or the track/course or its entrance or exit lanes.

II. PART A- LIABILITY COVERAGE

EXCLUSIONS is amended as follows:

The following exclusion is added:

We do not provide Liability Coverage for any "insured":

- a. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:

- 1. preparation for a race of this type, but only while in the "paddock" or on the track or racecourse; or
- 2. practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

- b. Using "your covered auto" at a:

- 1. racing facility; or
- 2. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Sections a. and b. of this exclusion do not apply while "your covered auto" is:

- i) On display in a race facility's "paddock" area and not being prepared for a race, or a specified show display area;
 - ii) Being trailered from one location to another;
 - iii) Used by you to attend a racing event as a spectator;
 - iv) Being operated for purposes of display in any pre-or post-race parade laps; or
 - v) Involved in an organized event on open, public roads while operated within legal speed.
- c. Using "your covered auto" to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
 - 1. forced hydraulic bouncing competitions or exhibitions;
 - 2. pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
 - 3. stereo thumping competitions or exhibitions; or
 - 4. any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Section c., of this exclusion does not apply while "your covered auto" is:

- i) On display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Section;
- ii) Being trailered from one location to another; or
- iii) Used by you to attend an event as a spectator.

III. PART B- MEDICAL PAYMENTS COVERAGE

EXCLUSIONS is amended as follows:

The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

Sustained while "occupying" "your covered auto" when it is:

- a. Involved in any prearranged, organized, or spontaneous race or involved in :

- 1. preparation for a race of this type, but only while in the "paddock" or on the track or racecourse; or
- 2. practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

- b. Being used at a:

- 1. racing facility; or
- 2. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Sections a. and b. of this exclusion do not apply while "your covered auto" is:

- i) On display in a race facility's "paddock" area and not being prepared for a race, or a specified show display area;
- ii) Being trailered from one location to another;
- iii) Used by you to attend a racing event as a spectator;
- iv) Being operated for purposes of display in any

pre-or post-race parade laps; or

- v) Involved in an organized event on open, public roads while operated within legal speed.

- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:

- 1. forced hydraulic bouncing competitions or exhibitions;
- 2. pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
- 3. stereo thumping competitions or exhibitions; or
- 4. any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Section c., of this exclusion does not apply while "your covered auto" is:

- i) On display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Section;
- ii) Being trailered from one location to another; or
- iii) Used by you to attend an event as a spectator.

IV. PART C - UNINSURED MOTORISTS COVERAGE

EXCLUSIONS is amended as follows:

The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" or "property damage" sustained by any "insured" while "occupying" "your covered auto" when it is:

- a. Involved in any prearranged, organized, or spontaneous race or involved in :

1. preparation for a race of this type, but only while in the "paddock" or on the track or racecourse; or
2. practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

b. Being used at a:

1. racing facility; or
2. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Sections a. and b. of this exclusion do not apply while "your covered auto" is:

- i) On display in a race facility's "paddock" area and is not being prepared for a race or a specified show display area;
- ii) Being trailed from one location to another;
- iii) Used by you to attend a racing event as a spectator;
- iv) Being operated for purposes of display in any pre-or post-race parade laps; or
- v) Involved in an organized event on open, public roads while operated within legal speed.

c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:

1. forced hydraulic bouncing competitions or exhibitions;
2. pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;

3. stereo thumping competitions or exhibitions; or
4. any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Section c., of this exclusion does not apply while "your covered auto" is:

- i) On display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Section;
- ii) Being trailed from one location to another; or
- iii) Used by you to attend an event as a spectator.

V. PART D-COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

EXCLUSIONS is amended as follows:

The following exclusion is added:

We will not pay for:

Loss caused by or resulting from "your covered auto" being:

- a. Involved in any prearranged, organized, or spontaneous race or involved in:
 1. preparation for a race of this type, but only while in the "paddock" or on the track or racecourse; or
 2. practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

b. Being used at a:

1. racing facility; or
2. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is

not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Sections a. and b. of this exclusion do not apply while “your covered auto” is:

- i) On display in a race facility’s “paddock” area and is not being prepared for a race or a specified show display area;
 - ii) Being trailered from one location to another;
 - iii) Used by you to attend a racing event as a spectator;
 - iv) Being operated for purposes of display in any pre-or post-race parade laps; or
 - v) Involved in an organized event on open, public roads while operated within legal speed.
- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
- 1. forced hydraulic bouncing competitions or exhibitions;
 - 2. pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
 - 3. stereo thumping competitions or exhibitions; or
 - 4. any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Section c., of this exclusion does not apply while “your covered auto” is:

- 1) On display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Section;
- 2) Being trailered from one location to another; or
- 3) Used by you to attend an event as a spectator.

VI. PART F- GENERAL PROVISIONS

RACING is amended as follows:

The Racing Provision is deleted.

VII. PERSONAL INJURY PROTECTION COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

The following exclusion is added:

We do not provide Personal Injury Protection Coverage and/or Underinsured Motorists Coverage for “bodily injury” sustained by any “insured”:

- a. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:
 - 1. Preparation for a race of this type, but only while in the “paddock” or on the track or racecourse; or
 - 2. practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

- b. Using “your covered auto” at a:
 - 1. racing facility; or
 - 2. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, under Sections a. and b. of this exclusion do not apply while “your covered auto” is:

- i) On display in a race facility’s “paddock” area and not being prepared for a race, or a specified show display area;
- ii) Being trailered from one location to another;
- iii) Used by you to attend a racing event as a spectator;
- iv) Being operated for purposes of display in any pre-or post-race parade laps; or
- v) Involved in an organized event on open, public roads while operated within legal speed.

c. Using “your covered auto” to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:

- 1. forced hydraulic bouncing competitions or exhibitions;
- 2. pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
- 3. stereo thumping competitions or exhibitions; or
- 4. any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Section c., of this exclusion does not apply while “your covered auto” is:

- i) On display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Section;
- ii) Being trailered from one location to another; or
- iii) Used by you to attend an event as a spectator.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONS FOR VEHICLES COVERED UNDER A REPORTING FORM SCHEDULE

Under Definitions, Definition I. is deleted and replaced by the following:

DEFINITIONS

- I. "Your covered auto" means:
1. Any "antique vehicle" or "classic vehicle" shown in the Reporting Form Schedule.
 2. Any "antique vehicle" or "classic vehicle" on the date you became owner during the policy period, provided that:
 - a. You ask us to insure it no later than the next scheduled reporting date; and
 - b. We insure all of your collector vehicles.

Under Part D - Coverage For Damage To Your Covered Auto, the Limit of Liability Provision is deleted and replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under the Reporting Form Schedule for each scheduled vehicle, which is agreed to be the value of "your covered auto", in case of a total loss or "constructive total loss".
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the agreed limit per vehicle shown in the Reporting Form Schedule.
- C. Until a vehicle is reported to the company, the limit for that vehicle will be the lesser of the following:
 - a. The purchase price;
 - b. The market value;
 - c. The maximum value for any one vehicle stated on the Classic Automobile Insurance Declarations Page.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO RATE ENDORSEMENT – REDUCED PREMIUM

Your Classic Automobile coverage has been made available to you at reduced rates due to the unique risk characteristics of your vehicle(s). This decrease in premium is shown below or on the appropriate part of the declarations. Your signature below indicates your consent to rate your policy in the manner described herein. You must return a signed copy to us.

Premium at manual rates \$_____

Premium at reduced rates \$_____

Difference \$_____

Your Signature

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOM Features ENDORSEMENT

Custom Features Schedule

Described Vehicle	Description	Custom Features Limit
▼	▼	▼

For "your covered auto" listed above or, in the Declarations with the Custom Features Endorsement, the Limit of Liability provision Under Part D – Coverage for Damage to Your Covered Auto is deleted and replaced by the following provision:

Limit of Liability

A. We pay the limit shown under Coverage D in the Declarations for each scheduled vehicle, which is agreed to be the value of "your covered auto", in case of a total loss or "constructive total loss".

B. We pay up to \$10,000 for loss or damage to the custom features of "your covered auto", including but not limited to:

1. exterior paint or decals;
2. glass etching;
3. metal engraving; or
4. any other feature described in the Schedule above or in the Declarations;

unless a limit for Custom Features is shown in the Schedule or Declarations, then the limit in the Schedule or Declarations is the only limit that applies to Custom Features. The limit for Custom Features is a part of, and not in addition to, the agreed limit shown under Coverage D in the Declarations for "your covered auto".

C. For losses or damage to "your covered auto" which are not total losses or "constructive total losses", including loss to Custom Features described in the Schedule or Declarations, we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property with similar kind and quality, without regard to depreciation or betterment. However, we will not pay more than the agreed limit per vehicle shown under Coverage D in the Declarations.

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FOREIGN COVERAGE ENDORSEMENT

Coverage Schedule

Described Vehicle	Coverage Dates	Foreign Country(ies)
<hr/>	From <hr/> To <hr/>	<hr/>
<hr/>	From <hr/> To <hr/>	<hr/>
<hr/>	From <hr/> To <hr/>	<hr/>

COVERAGE EXTENSION – PART D

Coverage under Part D – Coverage for Damage to Your Covered Auto is extended as follows:

Coverage for Autos in Foreign Countries

We will pay for direct and accidental loss to “your covered auto” described above or on the declarations while in a foreign country. We only cover “your covered auto” in a foreign country:

1. while in the foreign country or countries indicated above or on the declarations; and
2. during the dates indicated above or on the declarations.

A 1% deductible, subject to a minimum deductible of \$1,000, will apply for loss or damage to “your covered auto” while in a foreign country. The deductible amount is determined by multiplying 1% by the “agreed value” of “your covered auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TRAILER AND PADDOCK COLLISION COVERAGE

SCHEDULE

Described Vehicle	Deductible	Coverage Dates
_____	\$ _____	From _____ To _____
_____	\$ _____	From _____ To _____

COVERAGE EXTENSION – PART D

For an additional premium, coverage under Part D – Coverage for Damage to Your Covered Auto is extended as follows:

Limited Trailer and Paddock Collision Coverage

We will pay for direct and accidental loss to “your covered auto” described above or on the declarations, minus any applicable deductible shown above or on the Declarations, when such loss is caused by “collision”. “Collision” means the upset or impact of “your covered auto” with another object.

Coverage applies, during the dates indicated above or on the declarations, while “your covered auto” is:

1. transported by trailer from one location to another.
2. loaded and unloaded from the trailer.
3. driven to and from the trailer to the paddock or show display area.
4. on display in the race facility’s paddock area or a specified show display area.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

REPORTING FORM SCHEDULE

For the reporting period ending_____

Additions:

Year	Make	Model	VIN	Limit
------	------	-------	-----	-------

Deletions:

Year	Make	Model	VIN	Limit
------	------	-------	-----	-------

By signing below, I am indicating my acceptance and understanding of the inventory policy. I agree to submit an updated inventory list on a quarterly basis. I understand that I must notify Hagerty and receive confirmation for any single vehicle valued over the maximum limit set for any one auto.

Named Insured_____Date_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPRODUCTION MODELS; EXOTIC AND SPECIAL INTEREST VEHICLE ENDORSEMENT

- A. Under the Definitions section of the policy, Definition I. "Your covered auto", is deleted and replaced by the following:

I. "Your covered auto" means:

1. Any "antique vehicle", "classic vehicle", or "exotic and special interest vehicle" shown in the Declarations.
2. An "antique vehicle", "classic vehicle", or "exotic and special interest vehicle" on the date you became the owner during the policy period, provided that it replaces one shown in the Declarations and you ask us to insure it within thirty days after you become the owner. This automatic coverage for replacement vehicles does not apply to Part D - Coverage For Damage To Your Covered Auto. An endorsement must be issued to fully cover any additional vehicles you acquire.

- B. Under the Definitions section of the policy, Definition K. "Classic vehicle", is deleted and replaced by the following:

K. "Classic vehicle" means a motor vehicle of unique or rare design and of limited production which was originally manufactured within the past 24 years and is an object of curiosity which is:

1. maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
2. used only infrequently for other purposes.

For purposes of this policy, a "classic vehicle" also includes a reproduction model of "antique vehicle" or "classic vehicle" (as described in the Definitions of this policy).
Reproduction model means:

1. reproduction models of vehicles older than 24 years; or

2. all vehicles which have been substantially re-manufactured.

Reproduction model also includes any reproduction model that you acquire, on the date you became the owner during the policy period, provided that it replaces one shown in the Declarations and you ask us to insure it within thirty days after you become the owner. An endorsement must be issued to fully cover any additional vehicles you acquire.

- C. Under the Definitions section of the policy, Definition L. "Regular use vehicle", is deleted and replaced by the following:

"Regular use vehicle" means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not an "antique vehicle", "classic vehicle" or "exotic and special interest vehicle".

- D. Definition M, "Exotic and special interest vehicle" is added to the Definitions section of the policy.

M. "Exotic and special interest vehicle" means a motor vehicle typically manufactured within the past 14 years and because of its specific make, model year of manufacture, and exceptional physical condition, is considered to be increasing in value rather than depreciating in value.

The "exotic and special interest vehicle":

1. is maintained primarily for use in exhibitions, parades, other functions of public interest or for a private collection; and
2. is used only infrequently for other purposes.

For purposes of this definition, an "exotic and special interest vehicle" shall include all high performance or kit vehicles meeting the criteria set forth herein.

- E. Under Part F - General Provisions, the Regular Use Vehicle Requirement; Other Insurance Policies; and Amendatory Endorsements provisions are revised to read as follows:

Regular Use Vehicle Requirement

This policy provides coverage for your "antique vehicle", "classic vehicle" and/or "exotic and special interest vehicle" shown in the Declarations. You must own a "regular use vehicle" which must be insured by a separate insurance policy which must be in effect for the entire time this policy is in effect. In no event will this policy serve as your only auto coverage.

Other Insurance Policies

This policy provides coverage for your "antique vehicle", "classic vehicle", and/or "exotic and special interest vehicle" and applies only to the vehicle(s) shown in the Declarations. Any other vehicles you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicles other than those shown in the Declarations, or which are added to this policy by endorsement.

Amendatory Endorsements

Any provision in a state amendatory endorsement that revises: Definitions I. "Your covered auto"; J. "Antique vehicle"; K. "Classic vehicle"; M. "Exotic and special interest vehicle"; and/or Part D - Coverage For Damage To Your Covered Auto"; does not apply to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNDERINSURED MOTORISTS LIMITS

SCHEDULE

Underinsured Motorists Coverage \$_____ each accident

The first paragraph of the Limit of Liability provision in the Underinsured Motorists Coverage endorsement is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay

regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE UNINSURED MOTORISTS LIMITS

SCHEDULE

Uninsured Motorists Coverage

\$_____ each accident

The first paragraph of the Limit of Liability provision in the Uninsured Motorists Coverage endorsement is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay

regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENTS ENDORSEMENT

The Racing provision Under Part F – General Provisions is deleted and replaced by the following:

RACING

Except as described on the Racing Schedule, there is no coverage under this policy while “your covered auto” is:

1. Involved in an organized or impromptu race including but not limited to the auto’s:
 - a. preparation for a race;
 - b. participation in a race; or
 - c. practicing or qualifying for a race.

A race means any competition for speed or endurance whether against another competitor or against time.

2. Being used at a:
 - a. racing facility; or

- b. facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes but is not limited to the use of “your covered auto” at a performance driving school, an above legal speed rally, or a closed road rally.

However, we do pay for direct and accidental loss to “your covered auto” described in the Racing Schedule. We only cover the auto described on the Racing Schedule:

1. while in or at the special event described in the Racing Schedule; and
2. during the dates indicated in the Racing Schedule.

The most we pay for an auto described in the Racing Schedule is the applicable limit indicated in the schedule, minus any applicable deductible shown in the Racing Schedule.

STATE CONFORMANCE ENDORSEMENT – ARKANSAS

The following amendment changes the policy to conform with Arkansas state laws. Please read your entire policy for full details about your coverages.

DEFINITIONS

The Definitions Section is amended as follows:

Throughout the policy, “minimum limits” refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
2. \$25,000 for each accident with respect to “property damage”.

PART B – MEDICAL PAYMENTS COVERAGE

The Exclusions Section is amended as follows:

Under Exclusion 7.e, the word “terrorism” is deleted.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The Exclusions section is amended as follows:

Under Exclusion 1., the word “mold” is deleted.

The Appraisal Provision is deleted and replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

PART F - GENERAL PROVISIONS

A. Paragraph C. of the Legal Action Against Us Provision is deleted and replaced by the following:

Under Part D, suit or action must start within the time allowed by law, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

C. The Termination Provision of Part F is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

a. You cancel this policy because:

- (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUE-ADDED ENDORSEMENT

Your coverage is amended as follows. These changes broaden your coverage for no additional premium.

PART A – LIABILITY COVERAGE:

Under **SUPPLEMENTARY PAYMENTS** item D., the amount shown for loss of earnings is increased from \$50 per day to \$300 per day.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO:

LIMIT OF LIABILITY

Sections A. and B. are replaced by the following:

- A. We will pay the limit shown under Coverage D in the Declarations for each scheduled vehicle, which is agreed to be the value of "your covered auto", in case of a total loss or "constructive total loss". This limit of liability shown for each vehicle is increased by two percent at the end of each three-month period after the policy effective date. Upon expiration of the policy period, the limit reverts back to the agreed value shown in the Declarations. This amount is used to process your renewal unless you request a change in the amount of insurance to which we must also agree.
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the agreed limit per vehicle shown under Coverage D in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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LIABILITY COVERAGE EXCLUSION ENDORSEMENT

LIABILITY COVERAGE

The following exclusion is added to Part A, Section A:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

LOSS PAYABLE CLAUSE

Loss Payee: _____

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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PERSONAL INJURY PROTECTION COVERAGE—ARKANSAS

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

BENEFITS	VEHICLE TO WHICH BENEFIT APPLIES	LIMIT OF LIABILITY	PREMIUM
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy	\$_____per person \$_____per "pedestrian" other than the "named insured" or any "family member."	\$_____
<input type="checkbox"/> Work Loss	<input type="checkbox"/> _____. Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy.	70% of loss of gross income up to a maximum of \$140 per week for an income earner. Up to \$70 per week for a non-income earner.	\$_____
<input type="checkbox"/> Accidental Death	<input type="checkbox"/> _____. Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy <input type="checkbox"/> _____.	\$5000 per person	\$_____
Total Premium			\$_____

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

B. The following definitions are added:

1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment,

designed for use mainly off public roads, while not upon public roads;

- b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
2. "Named insured" means the person named in the Declarations.
 3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or
 - b. Vehicle operated by human or animal power.
 4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type; automobile.
 5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
 - a. "Private passenger auto."
 - b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or
 - (3) Business;purposes, other than farming or ranching.
 - c. Motorcycle.However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.
- C.** "Insured" as used in this endorsement means:
1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by; a "motor vehicle."
 2. Any other person who sustains "bodily injury":
 - a. While:
 - (1) "Occupying"; or
 - (2) A "pedestrian" struck by; "your covered auto."
 - b. While "occupying" a "motor vehicle" other than "your covered auto." The "bodily injury" must result from the:
 - (1) Use of such "motor vehicle" by the "named insured";

- (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
- (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision (2.b.) does not apply to work loss or accidental death.

PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A.** We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury." The "bodily injury" must:
 - 1. Be caused by an accident; and
 - 2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle."

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

If a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

- 1. Breakdown;
- 2. Repair; or
- 3. Servicing;

personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.

- B.** Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
 - 1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.
 - 2. Work loss.
 - a. If an "insured" is an income earner, loss of income from work that "insured" would

have performed had he not sustained "bodily injury."

- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury."

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured."

- 3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

- A.** We will not provide Personal Injury Protection Coverage for "bodily injury":
 - 1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
 - b. Not in lawful possession of "your covered auto."
 - 2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
 - 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous; properties of nuclear material.
- B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Employer's disability law.
- C.** We do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured."
 2. Any "family member" while "occupying" any "private passenger motor vehicle," other than "your covered auto," which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured" or that "family member."
 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 4. Any "insured," other than the "named insured" or any "family member," entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D. We will not provide coverage for medical payments for "bodily injury" sustained by:**
1. The "named insured" while "occupying" any "motor vehicle," other than "your covered auto," which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured."
 2. Any "family member" while "occupying" any "motor vehicle," other than "your covered auto," which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured" or that "family member."
 3. Any "insured," other than the "named insured" or any "family member," while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured" or any "family member."
 4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
 5. Any "insured," other than the "named insured" or any "family member," while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
 6. Any "insured" other than the "named insured" or any "family member":
 - a. While "occupying" any "motor vehicle," other than "your covered auto," while employed or otherwise engaged in the business or occupation of:
 - (1) Selling;
 - (2) Repairing;
 - (3) Servicing;
 - (4) Storing; or
 - (5) Parking;
 "motor vehicles."
 - b. Arising out of the maintenance or use of any "motor vehicle," other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in **6.a.** This exclusion (**6.b.**) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "Private passenger auto"; or
 - (2) Trailer used with such "private passenger auto" or "your covered auto";
 by the "named insured" or his private chauffeur or domestic servant.
 7. Any "insured" while "occupying" any "motor vehicle," other than "your covered auto," unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle."

PAYMENT OF BENEFITS

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured."

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally

garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos."

OTHER INSURANCE

A. Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member," shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured," other than the "named insured" or any "family member," shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

- a. Breakdown;
- b. Repair; or
- c. Servicing; or

2. To demonstrate the "motor vehicle"; then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured," other than the "named insured" or any "family member," under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

- a. Breakdown;
- b. Repair; or
- c. Servicing; or

2. To demonstrate the "motor vehicle"; then we will provide primary insurance.

PART E—DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

A. Duties **A.** and **B.3.** are replaced by the following:

A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.

B. A person seeking Personal Injury Protection Coverage must:

3. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

1. Give us written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and

- b. Any other information which may assist us in determining the amount due and payable.
- 2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3. Promptly send us copies of:
 - a. The summons and complaint; or
 - b. Other process;

served in connection with any legal action taken, to recover damages for "bodily injury," against a person or organization who is or may be legally liable.

PART F—GENERAL PROVISIONS

Part F is amended as follows:

- A. The Our Right To Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

- 1. This provision does not apply to accidental death.
- 2. Paragraph A. of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from

another that person shall:

- a. Hold in trust for us such rights of recovery;
 - b. Do nothing after loss to prejudice them;
 - c. Do whatever is necessary to secure these rights; and
 - d. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.
- 3. The following is added to Paragraph B.:

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

 - a. The person or organization causing "bodily injury";
 - b. That person's agent or insurer; or
 - c. A court having jurisdiction in the matter.
- B. Paragraph B. of the Policy Period And Territory provision is replaced by the following:

POLICY PERIOD AND TERRITORY

 - B. The policy territory is:
 - 1. The United States of America, its territories and possessions; or
 - 2. Canada.

SPLIT LIABILITY LIMITS**SCHEDULE****Bodily Injury Liability**

\$ _____ each person
 \$ _____ each accident

Property Damage Liability

\$ _____ each accident

The first paragraph of the Limit Of Liability provision in Part A is replaced by the following:

LIMIT OF LIABILITY

The Limit Of Liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all dam-

ages for "bodily injury" resulting from any one auto accident. The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
or
4. Vehicles involved in the auto accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE – ARKANSAS**SCHEDULE**

Limit Of Liability		Auto 1	Premium Auto 2	Auto 3
\$	each person			
\$	each accident	\$	\$	\$

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision **(2.)** shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the

coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
 - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
 - 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
 - 1. Punish a wrongdoer; and
 - 2. Deter others from similar conduct.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this

coverage and Part A, Part B or Part C of this policy.

- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. To demonstrate the vehicle;
- then we will provide primary insurance.

- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and the "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills;
2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part F with respect to Underinsured Motorists Coverage:

OUR RIGHT TO RECOVER PAYMENT

1. We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
 2. Our rights do not apply under Paragraph A. if we:
 - a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:
- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - b. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE – ARKANSAS

Part C – Uninsured Motorists Coverage is replaced by the following:

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
Bodily Injury And Property Damage	\$			
	\$	\$	\$	\$
	\$	\$	\$	\$
Bodily Injury Only	\$			
	\$	\$	\$	\$

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
 - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
 - 1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
 - 2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
 - 4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion (B.4.) does not apply if:
 - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C. This coverage shall not apply directly or indirectly to benefit:
 - 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 - 2. Any insurer of property.
- D. No payment will be made for loss paid or payable to the "insured" under Part D of the policy.
- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
 - 1. Punish a wrongdoer; and
 - 2. Deter others from similar conduct.

LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maxi-

mum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

- 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
 - C. We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
 - D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. For use as a temporary substitute while "your covered auto" is out of normal use

because of its breakdown, repair or servicing; or

- b.** To demonstrate the vehicle;
then we will provide primary insurance.
- 3.** If the coverage under this policy is provided:
 - a.** On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b.** On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A.** If we and the "insured" do not agree:
 - 1.** Whether that "insured" is legally entitled to recover damages; or

- 2.** As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
 - 1.** Pay the expenses it incurs; and
 - 2.** Bear the expenses of the third arbitrator equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	07-12-2007
Comments:				
Attachment:	AR NAIC P&C Transmittal-Form.pdf			
Satisfied -Name:	Cover Letter	Review Status:	Approved	07-12-2007
Comments:				
Attachments:	ACIC AR letter PPA Form.pdf CAM ARFORMS PPA 11 07.pdf			
Satisfied -Name:	Authorization to File	Review Status:	Approved	07-12-2007
Comments:				
Attachment:	ACIC filing authority letterhead.pdf			
Satisfied -Name:	Readability Certification	Review Status:	Approved	07-12-2007
Comments:				
Attachments:	ACIC Readability Cert.pdf AR PPA Flesch Scores.pdf			
Satisfied -Name:	Certificate of Compliance	Review Status:	Approved	07-12-2007
Comments:				
Attachment:	AR PPA Certificate of Compliance.pdf			
Satisfied -Name:	Auto Checklist	Review Status:	Approved	07-12-2007
Comments:				
Attachment:	AR forms checklist pauto 12-18-02.pdf			

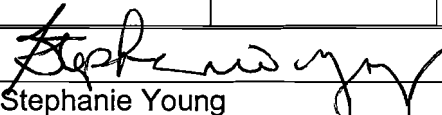
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	One Beacon				Group NAIC #	1129
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
American Central Insurance Company	Missouri	37915	04-2672903			

5. Company Tracking Number	AC 00 01 CC-AR PPA Form
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Stephanie Young 379 Princeton-Hightstown Road Cranbury, NJ 08512	Sr. Compliance Consultant	(609) 443- 7540	(609) 443- 4103	stephaniey@coulter- and-associates.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Stephanie Young		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Classic Car Program Introduction
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input checked="" type="checkbox"/> Other (give description) STMSCP
14. Effective Date(s) Requested	New: 11/1/2007 Renewal: 11/1/2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AC 00 01 CC-AR PPA Form
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

On behalf of American Central Insurance Company, Coulter and Associates is filing the Personal Auto Forms portion of their new Classic Auto Program. Filings for Inland Marine forms are being filed under separate cover (SERFF Tracking #CLTR- 125200346).

This is a new specialty auto program with new forms and is not a continuation of the currently filed program. We are requesting an effective date of 11/1/07.

This program is designed to provide an enhanced auto insurance product to car enthusiasts who own and operate collector vehicles. The source used for this new program is the program filed by and approved for Encompass Indemnity Company filing effective 7/1/07. The new program is the same as Encompass' program with no deviations except for some new split BI and UM/UIM increased limit options as well as enhanced coverages at no additional premium via two new endorsements.

The AR Forms Checklist PAuto 12/18/02 was used for the Self-Certification program.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: 3809 Amount:\$50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AC 00 01 CC-AR PPA Form
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Additional Insured End.	AC 03 27 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amendment of Policy Provisions	AC 01 90 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Auto Show Medical Reimbursement	AC 00 04 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Automatic Coverage for Add'l Vehicles	AC 00 09 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Business Use End.	AC 00 12 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Classic Auto Policy	AC 00 01 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Collector Motorcycle Endorsement	AC 03 24 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Competition Exclusion -AR	AC 14 02 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Conditions for Vehicles Requiring a Reporting Form	AC 00 14 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Consent To Rate End.	AC 00 07 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Custom Features End.	AC 00 16 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Foreign Coverage	AC 00 21 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Limited Trailer/Paddock Collision Cov.	AC 03 14 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Loss Payable Clause	PP 03 05 08 86	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	State Conformance Endorsement – AR	AC 01 28 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

16	Liability Coverage Exclusion Endorsement	PP 03 26 06 94	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Reporting Form Schedule	AC 00 22 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Reproduction Models and Exotic/Spcl. Int. Veh	AC 00 24 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Single Uninsured Motorists Limits	AC 04 01 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Special Events Endorsement	AC 00 29 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Split Liability Limits	PP 03 09 04 86	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Single Underinsured Motorists Limits	AC 04 02 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Uninsured Motorists Coverage-AR	AC 04 95 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Value-Added Endorsement	AC 00 44 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Underinsured Motorists Coverage – AR	PP 04 34 01 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Personal Injury Protection – AR	AC 01 28 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	Prior Approval
-----------	--	----------------

4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state



Stephanie Young
Senior Compliance Consultant

379 Princeton-Hightstown Rd.
Cranbury, NJ 08512
Phone: 609-443-7540
Fax: 609-443-4103
stephaniey@coulter-and-associates.com

June 7, 2007

Arkansas Department of Insurance
1200 W. Third Street
Little Rock, Arkansas 72201-1904

Attention: Property and Casualty Division

RE: AMERICAN CENTRAL INSURANCE COMPANY
NAIC: 37915 FEIN: 04-2672903

Filing For Classic Auto Program
Forms List
Authorization to File
Readability Certification
NAIC Transmittal

Dear Sir or Madam:

On behalf of American Central Insurance Company, Coulter and Associates is filing the Personal Auto Forms portion of their new Classic Auto Program. Filings for Inland Marine forms are being filed under separate cover (SERFF Tracking #CLTR- 125200346).

This is a new specialty auto program with new forms and is not a continuation of the currently filed program. We are requesting an effective date of 11/1/07.

This program is designed to provide an enhanced auto insurance product to car enthusiasts who own and operate collector vehicles. The source used for this new program is the program filed by and approved for Encompass Indemnity Company filing effective 7/1/07. The new program is the same as Encompass' program with no deviations except for some new split BI and UM/UIM increased limit options as well as enhanced coverages at no additional premium via two new endorsements.

If you have any questions, please call me at (609) 443-7540 or email me at stephaniey@coulter-and-associates.com. Otherwise we look forward to your approval.

Very truly yours,

Stephanie Young
Stephanie Young
Senior Compliance Consultant

ARKANSAS
CLASSIC AUTOMOBILE MANUAL
FORMS LISTING

FORM NAME	FORM NUMBER
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Company Filed Forms:

Additional Insured Endorsement	AC 03 27 04 07
Amendment of Policy Provisions	AC 01 90 04 07
Auto Show Medical Reimbursement	AC 00 04 04 07
Automatic Coverage for Additional Vehicles	AC 00 09 04 07
Business Use Endorsement	AC 00 12 04 07
Classic Automobile Policy	AC 00 01 04 07
Collector Motorcycle Endorsement	AC 03 24 04 07
Competition Exclusion – AR	AC 14 02 04 07
Conditions for Vehicles Covered Under a Reporting Form	AC 00 14 04 07
Consent to Rate Endorsement	AC 00 07 04 07
Custom Features Endorsement	AC 00 16 04 07
Foreign Coverage Endorsement	AC 00 21 05 07
Limited Trailer and Paddock Collision Coverage	AC 03 14 04 07
Reporting Form Schedule	AC 00 22 04 07
Reproduction Models; and Exotic and Special Interest Vehicle	AC 00 24 04 07
Single Underinsured Motorists Limits*	AC 04 02 04 07
Single Uninsured Motorists Limits*	AC 04 01 04 07
Special Events Endorsement	AC 00 29 04 07
State Conformance Endorsement – AR	AC 01 28 04 07
Value-Added Endorsement	AC 00 44 04 07

ISO Filed Forms:

Liability Coverage Exclusion Endorsement	PP 03 26 06 94
Loss Payable Clause	PP 03 05 08 86
Personal Injury Protection – AR	PP 05 82 06 94
Split Liability Limits	PP 03 09 04 86
Underinsured Motorists Coverage – AR	PP 04 34 01 05
Uninsured Motorists Coverage – AR	PP 04 95 11 05

* Used in conjunction with UM and UIM split limit endorsements to provide UM and UIM coverages on a single limit basis.

American Central Insurance Company
One Beacon Lane
Canton, MA 02021

Date: May 15, 2007
To: State Insurance Departments
From: Gavin Blair
Subject: Filing Authority for Coulter & Associates, Inc.

I, *Gavin Blair*, an officer of American Central Insurance Company, have authorized Coulter & Associates, Inc., acting as our Contracts Consultants, to file products and correspond with your Department on our Behalf. This Authorization is effective until May 1, 2008.

Officer Signature: *Gavin Blair*

Title: *Vice President and Secretary*

READABILITY CERTIFICATION

This is to certify that the form(s) below has (have) been subject to the Flesch Reading Ease Test.

A. Option Selected

- ☐ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
- ☒ 2. Policy and riders are scored separately for the Flesch reading ease test. Scores for the policy and each form as outlined in the attached Exhibit 1.

B. Test Option Selected

- ☒ 1. Test was applied to entire form(s).
- ☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of forms enclosed indicating word samples tested.

Company Name: American Central Insurance Company

Signature of Certifying Official: 

Printed Name and Title of Certifying Official: Gavin Blair Vice President and Actuary

Certifying Official's Address: 1 Beacon Lane, Canton MA 02021-1030

Date Signed: May 18, 2007

DocumentDescription	OB Form Number / Our File Name
Additional Insured Endorsement	AC03270407
Amendment of Policy Provisions	AC01900407
Auto Show Medical Reimbursement	AC00040407
Automatic Coverage for Add'l Vehicles	AC00090407
Business Use Endorsement	AC00120407
Classic Auto Policy	AC00010407
Collector Motorcycle Endorsement	AC03240407
Competition Exclusion - AR	AC14020407
Conditions for Vehicles Requiring a Reporting Form	AC00140407
Consent to Rate Endorsement	AC00070407
Custom Features Endorsement	AC00160407
Foreign Coverage	AC00210507
Liability Coverage Exclusion	PP03260694
Limited Trailer/ Paddock Collision Cov.	AC03140407
Loss Payable Clause	PP03050886
Personal Injury Protection - AR	PP05820694
Reporting Form Schedule	AC00220407
Reproduction Models and Exotic/Spcl. Int. Veh.	AC00240407
Single Underinsured Motorists	AC04020407
Single Uninsured Motorists	AC04010407
Special Events Endorsement	AC00290407
Split Liability Limits	PP03090486
State Conformance Endorsement - AR	AC01280407
Underinsured Motorists Coverage - AR	PP04340105
Uninsured Motorists Coverage - AR	PP04951105
Value-Added Endorsement	AC00440407

Flesch Score	Flesch Score Requ't
50	40
Incl.	40
Incl.	40
Incl.	40
50	40
50	40
50	40
Incl.	40
50	40
50	40
50	40
50	40
-	40
50	40
-	40
-	40
50	40
49	40
50	40
50	40
50	40
-	40
Incl.	40
-	40
-	40
50	40

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)

FORM SELF CERT



I, Noel Edsall, Vice President of
(Name) (Title of Authorized Officer)
American Central Insurance Company
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate

corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number AC 0001 CC-AR PPA Form

Signature of Authorized Officer ▶	<u>Noel Edsall</u>
Name of Authorized Officer ▶	<u>NOEL EDSALL</u>
Title of Authorized Officer ▶	<u>Vice President</u>
Email address of Authorized Officer ▶	<u>pshirtcliff@onebeacon.com</u>
Telephone # of Authorized Officer ▶	<u>781-332-8147</u> Date ▶ <u>June 18, 2007</u>

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@arkansas.gov AID PC SelfCert (4/30/03)

LINE OF BUSINESS: Auto Liability

Code: 19.0000

LINE(S) OF INSURANCE

Personal PP
Auto No-fault (PIP)
Other Auto Liability

CODES

19.1001
19.0001
19.0002

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
COPIES, RETURN ENVELOPES, ETC	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 <u>or</u> the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.	
COVER LETTER AND EXPLANATORY MEMORANDUM	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 <u>or</u> the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.	
EFFECTIVE DATE WORDING	23-67-219 WORD PDF	C)(i) Every filing must be submitted for approval to the commissioner at least thirty (30) days prior to the proposed effective date. (ii) Upon written request of the filer, the commissioner may authorize an earlier effective date.	
FREE CONTRACT PROHIBITED			
LIMITATIONS/RESTRICTIONS ON TRANSACTING BUSINESS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
LINE OF AUTHORITY	23-62-105 (Liab.) WORD PDF	23-62-105 (Liability) Code cite too large to quote. See link at left	
NO FILE OR FILING EXEMPTIONS			
UMBRELLA/EXCESS LIABILITY			
NAIC #	Bulletin 8-90 WORD PDF	NAIC #s are required on all correspondence, documents, reports, etc. filed by the insurer with the AR Insurance Dept.	
THIRD PARTY FILERS AUTHORITY		A third party filer must be given permission by insurer to file on their behalf. No specific code cite.	
TRANSACTING OTHER BUSINESS			
FORMS: POLICY PROVISIONS:			
ACCESS TO COURTS	23-79-203 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	Acknowledged
AGGREGATE LIMITS			
AMBIGUOUS & MISLEADING			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
APPLICATIONS	23-79-109(a) WORD PDF	23-79-109. Filing and approval of forms. (a)(1)(A) No basic insurance policy, or annuity contract form, or application form where written application is required and is to be made a part of the policy or contract, or printed rider or endorsement form or form of renewal certificate, shall be issued, delivered, or used as to a subject of insurance resident, located, or to be performed in this state unless the form has been filed with and approved by the Insurance Commissioner and, in the case of individual accident and health contracts, the rates have been filed with and approved by the commissioner.	Acknowledged
APPRAISALS	23-79-203(a) WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	State Conf Endsmt AC01280407 Appraisal
ARBITRATION	23-79-203(a) WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	ISO UM/UIM Endorsements - Arbitration
ASSESSIBLE POLICIES			
BANKRUPTCY PROVISIONS	23-89-102 Word PDF ; Jarboe v. Shelter Ins. Co., 317 Ark. 395,877 S.W.2d 930 (1994)	Insurer's liability is not affected by the insured's insolvency; the filing of a petition in bankruptcy is not the type of immunity contemplated by this section.	Classic Auto Policy AC00010407 p9 Bankruptcy

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
BLANK ENDORSEMENTS	23-79-109 WORD PDF	Forms must be filed. A form without specific language is not a complete form and can't be approved. However, we will consider approving a "blank" form if the company will provide a detailed description of how the form will be used.	Acknowledged
CANCELLATION & NON-RENEWAL	23-66-206(11) WORD PDF	See "Permissible Reasons for Cancellation" below	
Cancellation-indiscriminate & capricious cancellation or nonrenewal by insurers	Directive 1-85 Bulletin 13-85 WORD PDF	Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).	Acknowledged AC01280407 Page 2
Calculation of Unearned/Return Premium	23-79-112(h) WORD PDF	"(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer."	Acknowledged AC01280407 Page 3

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Conditional Renewal	23-79-307 WORD PDF	<p>(6)(A) When an insurer revises its rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, the insurer shall mail or deliver to the insured's agent not less than thirty (30) days prior to the effective date of renewal, and to the insured not less than ten (10) days prior to the effective date of renewal, notice specifically stating the insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).</p> <p>(B) If the notice is not given as stated in subdivision (6)(A) of this section, the insurer is required to extend the existing policy thirty (30) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances</p>	This statute applies only to Commercial policies: Subchapter 3. Minimum Standards - Commercial Property and Casualty Insurance Policies.
Minimum Retained Premium	23-79-112(b)(7) WORD PDF	<p>23-79-112. Contents.</p> <p>(a) The written instrument in which a contract of insurance is set forth is the policy.</p> <p>(b) Every policy shall specify:</p> <ol style="list-style-type: none"> (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance. 	Satisfied in filed form, endorsement, declarations. We do not retain a minimum premium after cancellation – all refunds are pro-rata.

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Notice of Cancellation	23-66-206(9)(B) WORD PDF	(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given	Acknowledged AC01280407 Page 2
Notice of Non-renewal	23-79-307(7) WORD PDF	(7) Except in the case of nonpayment of premium, an insurer shall renew a policy, unless a written notice of nonrenewal is mailed at least sixty (60) days prior to the expiration date of the policy or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date	State Conformance Endorsement AC01280407 p2,3 Nonrenewal

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Permissible Reasons for Cancellation	23-66-206(9)(A) WORD PDF	<p>(9)(A) "Policy cancellations" are cancellations of insurance coverage on a property or casualty risk which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date, unless the cancellation is based upon at least one (1) of the following reasons:</p> <ul style="list-style-type: none"> (i) Nonpayment of premium; (ii) Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy; (iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance; (iv) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy; (v) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or (vi) A material violation of a material provision of the policy. <p>(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given.</p> <p>(C) The provisions of subdivision (9) of this section shall not be applicable to any policy providing coverage for workers' compensation or employers' liability or to any policy providing coverage for personal automobile liability, automobile physical damage, or automobile collision, or any combination thereof;</p>	Acknowledged State Conformance Endorsement AC01280407 p2,3 Termination

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Permissible Reasons for Non-renewal	Directive 1-85 Bulletin 13-85 WORD PDF	There is nothing SPECIFIC to this line of business but Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).	Acknowledged
Required Policy Period	23-79-112(b)(4) WORD PDF	23-79-112. Contents. (a) The written instrument in which a contract of insurance is set forth is the policy. (b) Every policy shall specify: (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance.	Acknowledged. See policy form, declarations, endorsements.
Return Premium	23-79-112(h) WORD PDF	“(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”	Acknowledged AC01280407 Page 3
Suspension			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
CERTIFICATIONS		AR is a pilot state for self-certification. However, the forms required have not been developed. Contact Property & Casualty for additional info at (501)-371-2800.	
CLAIMS MADE			
CONSUMER INFORMATION			
Credit Scoring Notice	Bulletin 6-87 WORD PDF	Requires the address & phone # of the Arkansas Insurance Dept in every policy. The correct address is: Arkansas Insurance Dept., Consumer Services Division, 1200 W. 3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640	Not Applicable
Privacy notice			
Notification Form			
CONTENT OF POLICIES	23-79-111 WORD PDF 23-79-112 WORD PDF	Too large to include entire code cite here. Refer to the links to the left	Acknowledged.
COUNTERSIGNATURES	Not Applicable	Resident countersignature requires were repealed several years ago.	
DECLARATIONS PAGE	No specific requirements		
DEFENSE WITHIN LIMITS			
DISCLOSURES			
DEFINITIONS			
DISCRIMINATION	23-66-206(14) WORD PDF	This section too large to provide here. Check link to left.	Acknowledged
DUTY TO DEFEND			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
EMPLOYERS LIABILITY			
EXCESS COVERAGE			
EXCLUSIONS & LIMITATIONS			
Asbestos			
Lead			
Mold			
Terrorism		Terrorism cannot be excluded on Personal Lines.	AC01900407 AC01280407
FICTITIOUS GROUPS	23-66-304 WORD PDF	Fictitious groups. (a) No insurer, whether an authorized or unauthorized insurer, shall make available through any rating plan or form any fire, casualty, or surety insurance to any person, firm, corporation, or association of individuals at any preferred rate, premium, or form of contract based upon any fictitious grouping of the firm, corporation, or association. (b) "Fictitious grouping" is defined and declared to be the grouping by membership, nonmembership, license, franchise, agreement, contract, or any other method or means wherein the person, firm, corporation, or association of individuals of a group may receive a preferred rate, premium, or form of insurance contract. (c) Nothing in this section shall apply to the State of Arkansas or any governmental unit thereof, including counties, school districts, municipalities, state agencies, or any other governmental subsidiary, to life or accident and health insurance or to annuity contracts, nor to any insurer that restricts its insurance coverage to members of a particular association or organization with which the insurer is directly affiliated.	Acknowledged, groups not used in this program
FORMS MISCELLANEOUS	23-79-109 WORD PDF	(General requirement that forms be filed). This section too large to provide here. Check link to left.	Acknowledged

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
FRAUD WARNING	23-66-503 WORD PDF	<p>Fraud warning required. (a) Claim forms, proofs of loss, or any similar documents, however designated, seeking payment or benefit pursuant to an insurance policy, and applications for insurance, regardless of the form of transmission, shall contain the following statement or a substantially similar statement:</p> <p>"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."</p> <p>(b) The lack of a statement as required in subsection (a) of this section does not constitute a defense in any prosecution for a fraudulent insurance act.</p> <p>(c) Policies issued by unauthorized insurers shall contain a statement disclosing the status of the insurer to do business in the state where the policy is delivered or issued for delivery or the state where coverage is in force. The requirement of this subsection may be satisfied by a disclosure specifically required by § 23-65-307.</p> <p>(d) The requirements of this section shall not apply to reinsurance proofs of loss or applications.</p>	Acknowledged. Application is compliant.
GROUP POLICIES			
Extra-Territorial Approval Authority			
GUEST PASSENGER LIABILITY			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
LIMITS	27-19-605	No policy or bond shall be effective unless issued by an insurance company or surety company authorized to do business in this state except as provided in subsection (b) of this section, nor unless the policy or bond is subject, if the accident resulted in bodily injury or death, to a limit, exclusive of interest and costs, of not less than twenty-five thousand dollars (\$25,000) because of bodily injury or death of one (1) person in any one (1) accident and subject to said limit for one (1) person, to a limit of not less than fifty thousand dollars (\$50,000) because of bodily injury or death of two (2) or more persons in any one (1) accident, and if the accident has resulted in injury to or destruction of property, to a limit of not less than twenty-five thousand dollars (\$25,000) because of injury to or destruction of property of others in any one (1) accident.	See AR Rates, Exception Rules.
LOSS PAYEE			
LOSS SETTLEMENTS			
Appraisal			
Action Against Company			
After Market Parts			
Arbitration			
Deductibles			
Defense Costs			
Loss Valuation			
NOTICE REQUIREMENTS			
Payment of Loss Time Period			
Appraisal			
MEDICAL PAYMENTS			
MINIMUM STANDARDS FOR CONTENT (POLICIES AND STANDARD FORMS)			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
PARTICIPATING POLICIES			
PERMISSIBLE DRIVER			
PERSONAL INJURY PROTECTION			
PREMIUM AUDIT			
PREMIUM REFUND			
PRIMARY/UNDERLYING COVERAGE			
PRIOR APPROVAL			
PUNITIVE DAMAGES			
READABILITY			
REBATES			
SERVICE CONTRACTS ³ /VEHICLE & OTHER THAN VEHICLE			
SUBROGATION			
Suit			
TIMELINESS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
UNINSURED/UNDERINSURED MOTORISTS			
USE & FILE			
VALUED POLICIES			
VICARIOUS LIABILITY			
VOIDANCE			
WARRANTIES			
WORKERS' COMPENSATION¾EXCESS			
OTHER			
RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIRMENTS			
INDIVIDUAL RISK RATING			
ACTUARIAL CERTIFICATIONS FOR RATES			
ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS			
Loss Costs			
CONSENT-TO-RATE			
CREDIT SCORING AND REPORTS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
CREDIBILITY			
DEFENSE COSTS			
DISCOUNTS			
EXPIRATION DATE(S) FOR APPROVED RATES			
GROUP POLICIES			
Extra-Territorial Approval Authority			
LOSS COST MULTIPLIERS			
LOSS RATIO STANDARDS			
MID TERM CHANGES			
PREMIUM REFUND OR RETENTION			
PRICING			
Charges			
Minimum Premium Rules			
Multi-tier			
Payment Plans			
Premiums			
Service Charges			
Surcharges			
Other Fees			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
RATE RANGES			
RATING PLAN REQUIREMENTS			
Expense Modification Plan			
Experience Rating			
Large Deductible			
Retrospective Rating			
Schedule Rating			
Small Deductible			
Wrap-up Rating			
RATE/LOSS COST SUPPORTING INFORMATION			
Competition			
REVIEW REQUIREMENTS			
Expenses			
Experience			
Judgment			
Credibility AND Other Factors			
Profit Loading			
RETURN ON EQUITY/ Investment Income			
SYMBOLS			
SUPPORTING DATA			
TRENDING			
OTHER			

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Reproduction Models; and Exotic and Special Interest Vehicle	06-06-2007	AC00240407-Reproduction Models; Special Interest Vehicle.pdf
No original date	Form	State Conformance Endorsement-AR	06-06-2007	AC01280407-State Conformance Endorsement-AR.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPRODUCTION MODELS; EXOTIC AND SPECIAL INTEREST VEHICLE ENDORSEMENT

- A. Under the Definitions section of the policy, Definition I. "Your covered auto", is deleted and replaced by the following:

I. "Your covered auto" means:

1. Any "antique vehicle", "classic vehicle", or "exotic and special interest vehicle" shown in the Declarations.
2. An "antique vehicle", "classic vehicle", or "exotic and special interest vehicle" on the date you became the owner during the policy period, provided that it replaces one shown in the Declarations and you ask us to insure it within thirty days after you become the owner. This automatic coverage for replacement vehicles does not apply to Part D - Coverage For Damage To Your Covered Auto. An endorsement must be issued to fully cover any additional vehicles you acquire.

- B. Under the Definitions section of the policy, Definition K. "Classic vehicle", is deleted and replaced by the following:

K. "Classic vehicle" means a motor vehicle of unique or rare design and of limited production which was originally manufactured within the past 24 years and is an object of curiosity which is:

1. maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
2. used only infrequently for other purposes.

For purposes of this policy, a "classic vehicle" also includes a reproduction model of "antique vehicle" or "classic vehicle" (as described in the Definitions of this policy).
Reproduction model means:

1. reproduction models of vehicles older than 24 years; or

2. all vehicles which have been substantially re-manufactured.

Reproduction model also includes any reproduction model that you acquire, on the date you became the owner during the policy period, provided that it replaces one shown in the Declarations and you ask us to insure it within thirty days after you become the owner. An endorsement must be issued to fully cover any additional vehicles you acquire.

- C. Under the Definitions section of the policy, Definition L. "Regular use vehicle", is deleted and replaced by the following:

"Regular use vehicle" means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not an "antique vehicle", "classic vehicle" or "exotic and special interest vehicle".

- D. Definition M, "Exotic and special interest vehicle" is added to the Definitions section of the policy.

M. "Exotic and special interest vehicle" means a motor vehicle typically manufactured within the past 14 years and because of its specific make, model year of manufacture, and exceptional physical condition, is considered to be increasing in value rather than depreciating in value.

The "exotic and special interest vehicle":

1. is maintained primarily for use in exhibitions, parades, other functions of public interest or for a private collection; and
2. is used only infrequently for other purposes.

For purposes of this definition, an "exotic and special interest vehicle" shall include all high performance or kit vehicles meeting the criteria set forth herein.

- E. Under Part F - General Provisions, the Regular Use Vehicle Requirement; Other Insurance Policies; and Amendatory Endorsements provisions are revised to read as follows:

Regular Use Vehicle Requirement

This policy provides coverage for your "antique vehicle", "classic vehicle" and/or "exotic and special interest vehicle" shown in the Declarations. You must own a "regular use vehicle" which must be insured by a separate insurance policy which must be in effect for the entire time this policy is in effect. In no event will this policy serve as your only auto coverage.

Other Insurance Policies

This policy provides coverage for your "antique vehicle", "classic vehicle", and/or "exotic and special interest vehicle" and applies only to the vehicle(s) shown in the Declarations. Any other vehicles you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicles other than those shown in the Declarations, or which are added to this policy by endorsement.

Amendatory Endorsements

Any provision in a state amendatory endorsement that revises: Definitions I. "Your covered auto"; J. "Antique vehicle"; K. "Classic vehicle"; M. "Exotic and special interest vehicle"; and/or Part D - Coverage For Damage To Your Covered Auto"; does not apply to this policy.

STATE CONFORMANCE ENDORSEMENT - ARKANSAS

The following amendment changes the policy to conform with Arkansas state laws. Please read your entire policy for full details about your coverages.

DEFINITIONS

The Definitions Section is amended as follows:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

PART B-MEDICAL PAYMENTS COVERAGE

The Exclusions Section is amended as follows:

Under Exclusion 7.e, the word "terrorism" is deleted.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The Appraisal Provision is deleted and replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

PART F - GENERAL PROVISIONS

A. Paragraph C. of the Legal Action Against Us Provision is deleted and replaced by the following:

Under Part D, suit or action must start within the time allowed by law, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

C. The Termination Provision of Part F is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

a. You cancel this policy because:

- (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.